

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | |
|--|-----------------------|
| IN RE: Alethea Messer Nathaniel Messer Debtor(s) | CHAPTER 13 |
| AMERICAN HERITAGE CREDIT UNION Movant vs. | NO. 22-10893 MDC |
| Alethea Messer Nathaniel Messer Debtor(s) | |
| Kenneth E. West Trustee | 11 U.S.C. Section 362 |

**MOTION OF AMERICAN HERITAGE CREDIT UNION
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is AMERICAN HERITAGE CREDIT UNION.
2. Debtor(s) is/are the owner(s) of the premises 867 Gartner Lane, Langhorne, PA 19047, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$22,590.00 on the mortgaged premises that was executed on December 20, 2014.
4. Kenneth E. West, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$251.28 for the months of June 2022 through February 2023.
7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$2,261.52 (plus attorney's fees & costs if applicable).

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Denise Carlon
Denise Carlon, Esquire
KML Law Group, P.C.
BNY Mellon Independence Center
701 Market Street, Suite 5000
Philadelphia, PA 19106
Phone: (215)-627-1322
Attorneys for Movant/Applicant